REMARKS/ARGUMENTS

Claim Amendments

The Applicant has amended claims 1-4, 6 and 13. Applicant respectfully submits no new matter has been added. Accordingly, claims 1-15 are pending in the application. Favorable reconsideration of the application is respectfully requested in view of the foregoing amendments and the following remarks.

Applicant's Answer to Response to Arguments

The Examiner on page 7 of the Detailed action notes that Nishi discloses a bandwidth broker. The Examiner indicated that bandwidth broker 23 is a system with a data processing function that ensures that devices with the network cluster do not exceed their service level agreements. However, the bandwidth broker <u>fails to disclose</u> ensuring "the <u>sum</u> of the provided QoS on said connections" does not exceed the defined limits. The Applicant respectfully submits that the Applicant's construction of the claims is not overly narrow and the Nishi reference fails to support the interpretation of the claims as provided by the Detailed Action.

Claim Rejections – 35 U.S.C. § 102(b)

Claims 1-15 stand rejected under 35 U.S.C. 102(b) as being anticipated by Nishi (US 2001/0027484 A1). The Applicant has amended the claims to clarify the language and more completely claim the Applicant's invention. The Applicants respectfully traverse the rejection of these claims.

The Applicant respectfully directs the Examiner to amended claim 1. Claims 9 and 13 have been amended so that they correspond to the limitations of claim 1.

> 1. (Currently Amended) A method for providing a predefined quality of service between two communication partners, wherein the two communication partners are connected by at least two connections, a first connection handled by a first network edge node and a second connection handled by a second network edge node, and wherein the method comprises the steps of:
> receiving or defining a service level agreement in a service level specification,

distributing the service level specification to the first and the second
network entity by means of partitioning or by means of replication; and
controlling the first and the second network entity and thus ensuring
that the sum of the provided quality of service on said connections
between the two communication partners does not exceed limits defined
in the service level specification. (emphasis added)

The Applicant respectfully submits that the cited Nishi reference fails to disclose each limitation. As previously noted, MPEP § 2131 provides:

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described in a single prior art reference. *Verdegaal Bros. v. Union Oil Co. of California,* 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). "The identical invention must be shown in as complete detail as contained in the ... claim." *Richardson v. Suzuki Motor Co.,* 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claims."

Contrary to the Examiner's statement that all elements are disclosed in the Nishi reference, the elements regarding distributing the service level specification to the first and the second network entity by means of partitioning or by means of replication and the sum of the provided quality of service on said connections between the two communication partners does not exceed limits defined in the service level specification.

In the rejection of claim 1, the Examiner indicates that the specific limitations of claim 1 are covered by the cited portion of the Nishi reference. This portion (paragraphs [0049], [0051], [0054] and [0058]-[0060]) includes Figures 1-3 and generally discloses the operation of an embodiment of the Nishi model. However, the Applicant respectfully submits that the portions cited in the Nishi reference fail to disclose the emphasized limitations of claim 1 and the Detailed Action fails to tie or link the limitations to specific references in the Nishi reference as required by MPEP 2131.

The cited portion of Nishi discloses various functions of the bandwidth broker and workflow server, but nowhere in the cited portion, or for that matter the entire reference, are the limitations disclosed regarding "distributing the service level specification by means of partitioning or replication" or "ensuring the sum of the provided quality of service does not exceed limits defined in the service level specification."
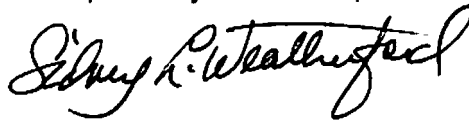
This being the case, the Applicant respectfully submits that the rejection of independent claims 1, 9 and 13 and the respective dependent claims 2-8, 10-12 and 14-15 is unsupported by the art and should be withdrawn.

CONCLUSION

In view of the foregoing remarks, the Applicant believes all of the claims currently pending in the Application to be in a condition for allowance. The Applicant, therefore, respectfully requests that the Examiner withdraw all rejections and issue a Notice of Allowance for all pending claims.

The Applicant requests a telephonic interview if the Examiner has any questions or requires any additional information that would further or expedite the prosecution of the Application.

Respectfully submitted,

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